and Cummins Amendments to the Interstate Commerce Act were passed. These amendments impose on the initial carrier liability for all injuries to goods received by it whether such injuries occur on its own or on connecting lines. See 34 STAT. AT L. 595; 38 STAT. AT L. 1196. The principal cases demonstrate that these amendments have not deprived the shipper of any of his preëxisting common-law remedies and that their only effect is to add to his common law remedies a right of action against the initial carrier.

PARTIES — REPRESENTATIVE ACTIONS UNDER THE CODES. — An Ontario court rule provides that "where there are numerous persons having the same interest, one or more may sue or be sued, or may be authorized by the court to defend on behalf of or for the benefit of all." (CONSOL. RULES OF PRAC. AND PROC. OF SUP. CT. OF JUD. No. 75.). The plaintiff, injured by a rope stretched across the road during a public demonstration of the M Association, brought an action for negligent injury against the president, treasurer, and secretary of said association, and moved for an order under the above rule authorizing the above named officers to defend on behalf of the association and all of its members. *Held*, that the motion be denied. *Barrett* v. *Harris*, 21 Ont. W. N. 293.

For a discussion of the principles involved, see NOTES, *supra*, p. 89.

PROXIMATE CAUSE — INTERVENING CRIMINAL ACT OF THIRD PARTY — AUTOMOBILES. — The defendant loaned his automobile to X, knowing that X would probably drive while intoxicated, and knowing the consequent danger. X did drive it while intoxicated, and negligently injured the plaintiff. The trial court overruled a demurrer to the complaint. *Held*, that the judgment be affirmed. *Mitchell* v. *Churches*, 206 Pac. 6 (Wash.).

While an automobile is not regarded as a dangerous instrument, kept at the owner's peril, it is dangerous when incompetently driven, and the owner owes a duty to use care that it is entrusted only to competent drivers. *Raub* v. *Donn*, 254 Pa. St. 203, 98 Atl. 861. See *Gardner* v. *Solomon*, 200 Ala. 115, 75 So. 621. The reasons for imposing this duty will adequately support the imposition of a similar duty not to entrust the car to a person who, though now competent, may reasonably be expected to become incompetent, from intoxication, while still in control of the car. It would be a very artificial doctrine that would absolve the defendant in the latter case merely because X's act, driving while intoxicated, was a crime. See 1922 WASH. REM. COMP. STAT., § 2527. But according to the weight of authority, granted the breach of duty by the defendant, the intervening criminal act "insulates" the defendant's negligence, and makes it remote. *Hullinger* v. *Worrell*, 83 Ill. 220; *Andrews* v. *Kinsell*, 114 Ga. 390, 40 S. E. 300; *The Lusitania*, 251 Fed. 715 (S. D. N. Y.). This doctrine is not reinforced by the contract cases which refuse to allow proof that the vendor knew of the vendee's intention to use the goods for an illegal purpose as a defence to an action for goods sold and delivered. *Hill* v. *Spear*, 50 N. H. 253; *Graves* v. *Johnson*, 179 Mass. 53, 60 N. E. 383. *Contra*, *Pierce* v. *Brooks*, L. R. 1, Ex. 213. See 3 WILLISTON, CONTRACTS, § 1754. A *quid pro quo* having been given, the courts require strong grounds of policy before they will impose a forfeiture in favor of the buyer who committed the crime. On the other hand, there is reputable authority in support of the principal case. *Sullivan* v. *Creed*, [1904] 2 Irish 317; *Brower* v. *N. Y. C. & H. R. Ry. Co.*, 91 N. J. L., 190, 103 Atl. 166. See Joseph H. Beale, "The Proximate Consequences of an Act," 33 HARV. L. REV. 633, 657. See 29 HARV. L. REV. 453; 35 HARV. L. REV. 467.